



SID/SASD/SEDD APPLICATION KIT

May 19, 2006

UNIFORM STATE APPLICATION

Data Organizations participating in the Healthcare Cost and Utilization Project (HCUP) have agreed to release their State Inpatient Databases (SID), State Ambulatory Surgery Databases (SASD), and State Emergency Department Databases (SEDD) through a Central Distributor under the auspices of the Agency for Healthcare Research and Quality (AHRQ). This uniform application was designed by the participating Data Organizations to satisfy their requirements. As such, the information requested in this application is for the Data Organizations. The information is not for AHRQ or the HCUP Central Distributor. AHRQ and the HCUP Central Distributor are facilitating access to the SID, SASD and SEDD, which are owned and regulated by the individual Data Organizations participating in HCUP. The Data Organizations dictate which data elements may be released through the HCUP Central Distributor. However, data elements in the SID, SASD, and SEDD are in a uniform HCUP format that is consistent across all states and years of HCUP data.

Directions to Complete the Uniform State Application:

1. Print or type all responses.
2. Complete all applicable parts of this application.
 - Part I Organization and/or Individual Requesting Use of the HCUP Databases (page 2)
 - Part II Intended Use of Data and Project Activities (page 3)
 - Part III Selection of HCUP Databases (page 5)
3. Determine the Total Payment Due and Select Payment Method (Part IV, page 11).
4. Read and sign the Indemnification Clause (Part V, page 13).
5. Read and sign the Data Use Agreement for HCUP State Inpatient Databases (Part VI, page 14).
6. Read and sign the Data Use Agreement for HCUP State Ambulatory Surgery Databases (Part VII, page 18).
7. Read and sign the Data Use Agreement for HCUP State Emergency Department Databases (Part VIII, page 22).
8. Submit the completed application (pages 2-26):

*HCUP Central Distributor
Social & Scientific Systems, Inc.
8757 Georgia Avenue, 12th Floor
Silver Spring, MD 20910*

Telephone: (866) 556-4287 (toll free) Fax: (866) 792-5313 E-mail: HCUPDistributor@AHRQ.gov

Part I: Organization and/or Individual Requesting Use of the HCUP Databases

General Information:

Applicant Name: _____

Position/Title: _____

Organization (include Branch, Division, Department): _____

Street Address: _____

City: _____ State: _____ ZIP Code: _____

Phone Number: _____ Fax: _____

Internet Address: _____

Type of Organization:

Check the *one* box that best describes your organization.

- ☐ University/college/teaching institution
- ☐ Government agency
- ☐ Managed care, insurer
- ☐ Healthcare provider
- ☐ Pharmaceutical, biotechnology, medical product firm
- ☐ Trade association, lobbying group, consortium
- ☐ Research organization, consultant
- ☐ Other (describe in space provided)

Check the *one* box that best characterizes the type of ownership of your organization.

- ☐ Not-for-profit
- ☐ For-profit

Part II: Intended Use of Data and Project Activities

Describe the intended use of the data requested. Attach additional pages if necessary. Include:

- Brief description of project(s) and intended use of the data (e.g., clinical research, health services research, analyses to address public policy issues, analyses to address private policy issues, creating products or tools such as quality measurements, severity adjustment software, etc.)
- Brief description of the subject area(s) that you plan to investigate (e.g., health outcomes, quality, cost, utilization, access, markets, etc.)
- Brief description of the potential uses of the final products that you may create using the data (e.g., papers, reports, tools, analyses for public domain and/or internal use, etc.)

Please refer to Part VI “Data Use Agreement for HCUP State Inpatient Databases” (page 14), Part VII “Data Use Agreement for HCUP State Ambulatory Surgery Databases” (page 18), and Part VIII “Data Use Agreement for HCUP State Emergency Department Databases” (page 22) for complete descriptions of the acceptable uses of the HCUP SID, SASD, and SEDD. In general, the HCUP SID, SASD, and SEDD are available for the purpose of research and aggregate statistical reporting. Attempts to identify individuals are strictly prohibited. Information that could identify individuals or establishments directly or by inference may not be released in disseminated materials. The data may not be re-released in any form without prior approval of the participating Data Organization(s).

HCUP Request:

Check *all* boxes that describe the reasons for requesting the HCUP databases.

- ☐ Research requires specific state(s).
- ☐ Research requires variables only available in the selected states (e.g., encrypted patient ZIP Codes, encrypted physician identifiers). Indicate variables below.

Other (describe in space provided)

Section I. Select State Inpatient Databases (SID)

Mark boxes for the data you are requesting (see next page). Please refer to the Databases section of the HCUP User Support Website (www.hcup-us.ahrq.gov) for detailed information about the SID. Not all HCUP data elements are available from every state.

The participating Data Organizations dictate the price of the data. Handling charges are already included. Some Data Organizations offer a price discount to AHRQ Grant recipients. If you are not sure if you qualify for this discount, please refer to Section IV. AHRQ Grantee (page 10). Enter the total cost of requested data under the column titled "Total."

If you have any questions or want information on other years of data or more sensitive data elements for a state, please contact the HCUP Central Distributor by phone at (866) 556-4287 (toll free), fax at (866) 792-5313 (toll free), or e-mail at HCUPDistributor@AHRQ.gov.

| State | HCUP SID Price Structure | 1990 | 1991 | 1992 | 1993 | 1994 | 1995 - 2003 | Total |
|----------------|--|---------------|---------------|---------------|---------------|---------------|---------------|-------|
| Arizona | All Applicants | ☐ \$ 20 | ☐ \$ 20 | ☐ \$ 20 | ☐ \$ 20 | ☐ \$ 20 | See next page | |
| California | See footnote | Not Available | Not Available | Not Available | Not Available | Not Available | See next page | |
| Colorado | All Applicants | ☐ \$ 240 | ☐ \$ 240 | ☐ \$ 240 | ☐ \$ 240 | ☐ \$ 240 | See next page | |
| Florida | All Applicants | ☐ \$ 620 | ☐ \$ 620 | ☐ \$ 620 | ☐ \$ 620 | ☐ \$ 620 | See next page | |
| Iowa | All Applicants | ☐ \$ 420 | ☐ \$ 420 | ☐ \$ 420 | ☐ \$ 420 | ☐ \$ 420 | See next page | |
| Kentucky | All Applicants | Not Available | Not Available | Not Available | Not Available | Not Available | See next page | |
| Maine | All Applicants | Not Available | Not Available | Not Available | Not Available | Not Available | See next page | |
| Maryland | All Applicants | ☐ \$ 20 | ☐ \$ 20 | ☐ \$ 20 | ☐ \$ 20 | ☐ \$ 20 | See next page | |
| Massachusetts | All Applicants | ☐ \$ 820 | ☐ \$ 820 | ☐ \$ 820 | ☐ \$ 820 | ☐ \$ 820 | See next page | |
| Michigan | Not-for-profit Affiliation | Not Available | Not Available | Not Available | Not Available | Not Available | See next page | |
| | For-profit Affiliation | Not Available | Not Available | Not Available | Not Available | Not Available | See next page | |
| Nebraska | All Others | Not Available | Not Available | Not Available | Not Available | Not Available | See next page | |
| | AHRQ Grantee (Complete Section IV, page 10) | Not Available | Not Available | Not Available | Not Available | Not Available | See next page | |
| Nevada | Not-for-profit Affiliation | Not Available | Not Available | Not Available | Not Available | Not Available | See next page | |
| | For-profit Affiliation | Not Available | Not Available | Not Available | Not Available | Not Available | See next page | |
| New Jersey | All Applicants | ☐ \$ 45 | ☐ \$ 45 | ☐ \$ 45 | ☐ \$ 45 | ☐ \$ 45 | See next page | |
| New York | All Others | ☐ \$ 670 | ☐ \$ 670 | ☐ \$ 670 | ☐ \$ 670 | ☐ \$ 670 | See next page | |
| | AHRQ Grantee (Complete Section IV, page 10) | ☐ \$ 345 | ☐ \$ 345 | ☐ \$ 345 | ☐ \$ 345 | ☐ \$ 345 | See next page | |
| North Carolina | Not-for-profit Affiliation | Not Available | Not Available | Not Available | Not Available | Not Available | See next page | |
| | For-profit Affiliation | Not Available | Not Available | Not Available | Not Available | Not Available | See next page | |
| Oregon | All Applicants | Not Available | Not Available | Not Available | ☐ \$ 220 | ☐ \$ 220 | See next page | |
| Rhode Island | All Applicants | Not Available | Not Available | Not Available | Not Available | Not Available | See next page | |
| South Carolina | All Applicants | Not Available | Not Available | Not Available | Not Available | Not Available | See next page | |
| Utah | Public, State/Federal Agency, Academic Organization | Not Available | Not Available | Not Available | Not Available | Not Available | See next page | |
| | Private Organization | Not Available | Not Available | Not Available | Not Available | Not Available | See next page | |
| Washington | All Applicants | ☐ \$ 720 | ☐ \$ 720 | ☐ \$ 720 | ☐ \$ 720 | ☐ \$ 720 | See next page | |
| West Virginia | All Applicants | Not Available | Not Available | Not Available | Not Available | Not Available | See next page | |
| Wisconsin | All Applicants | ☐ \$ 220 | ☐ \$ 220 | ☐ \$ 220 | ☐ \$ 220 | ☐ \$ 220 | See next page | |

| State | HCUP SID Price Structure | 1995 | 1996 | 1997 | 1998 | 1999 | 2000 | 2001 | 2002 | 2003 | 2004 | Total |
|---|--|-----------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|
| Arizona | All Applicants | ☐ \$ 20 | ☐ \$ 20 | ☐ \$ 20 | ☐ \$ 20 | ☐ \$ 20 | ☐ \$ 20 | ☐ \$ 20 | ☐ \$ 20 | ☐ \$ 20 | Not Available | |
| California* | See footnote | State Review Required | | | | | | | | | | Not Applicable |
| Colorado | All Applicants | ☐ \$ 240 | ☐ \$ 240 | ☐ \$ 240 | ☐ \$ 240 | ☐ \$ 340 | ☐ \$ 340 | ☐ \$ 340 | ☐ \$ 440 | ☐ \$ 440 | Not Available | |
| Florida | All Applicants | ☐ \$ 625 | ☐ \$ 625 | ☐ \$ 625 | ☐ \$ 620 | ☐ \$ 620 | ☐ \$ 620 | ☐ \$ 620 | ☐ \$ 620 | ☐ \$ 620 | ☐ \$ 620 | |
| Iowa | Not-for-profit Affiliation | ☐ \$ 420 | ☐ \$ 420 | ☐ \$ 420 | ☐ \$ 420 | ☐ \$ 420 | ☐ \$ 420 | ☐ \$ 420 | ☐ \$ 520 | ☐ \$ 620 | ☐ \$ 720 | |
| | For-profit Affiliation | ☐ \$ 420 | ☐ \$ 420 | ☐ \$ 420 | ☐ \$ 820 | ☐ \$ 820 | ☐ \$ 820 | ☐ \$ 820 | ☐ \$ 1,020 | ☐ \$ 1,220 | ☐ \$ 1,420 | |
| Kentucky | All Applicants | Not Available | Not Available | Not Available | Not Available | Not Available | ☐ \$ 1,520 | ☐ \$ 1,520 | ☐ \$ 1,520 | ☐ \$ 1,520 | ☐ \$ 1,520 | |
| Maine | Non-profit/Educational | Not Available | Not Available | Not Available | Not Available | ☐ \$ 420 | ☐ \$ 420 | ☐ \$ 420 | ☐ \$ 420 | ☐ \$ 670 | Not Available | |
| | Commercial | Not Available | Not Available | Not Available | Not Available | ☐ \$ 420 | ☐ \$ 420 | ☐ \$ 420 | ☐ \$ 420 | ☐ \$ 1,320 | Not Available | |
| Maryland | All Applicants | ☐ \$ 20 | ☐ \$ 20 | ☐ \$ 20 | ☐ \$ 20 | ☐ \$ 20 | ☐ \$ 20 | ☐ \$ 20 | ☐ \$ 20 | ☐ \$ 20 | Not Available | |
| Massachusetts | All Applicants | ☐ \$ 830 | ☐ \$ 830 | ☐ \$ 830 | ☐ \$ 820 | ☐ \$ 820 | ☐ \$ 820 | ☐ \$ 820 | ☐ \$ 820 | ☐ \$ 820 | Not Available | |
| Michigan | Not-for-profit Affiliation | Not Available | Not Available | Not Available | Not Available | ☐ \$ 545 | ☐ \$ 545 | ☐ \$ 545 | ☐ \$ 545 | ☐ \$ 545 | Not Available | |
| | For-profit Affiliation | Not Available | Not Available | Not Available | Not Available | ☐ \$ 970 | ☐ \$ 970 | ☐ \$ 970 | ☐ \$ 970 | ☐ \$ 1,520 | Not Available | |
| Nebraska | All Others | Not Available | Not Available | Not Available | Not Available | Not Available | Not Available | ☐ \$ 1,020 | ☐ \$ 1,020 | ☐ \$ 1,020 | ☐ \$ 1,020 | |
| | AHRQ Grantee (Complete Section IV, page 10) | Not Available | Not Available | Not Available | Not Available | Not Available | Not Available | ☐ \$ 520 | ☐ \$ 520 | ☐ \$ 520 | ☐ \$ 520 | |
| Nevada | Not-for-profit Affiliation | Not Available | Not Available | Not Available | Not Available | Not Available | Not Available | Not Available | ☐ \$ 270 | ☐ \$ 270 | ☐ \$ 420 | |
| | For-profit Affiliation | Not Available | Not Available | Not Available | Not Available | Not Available | Not Available | Not Available | ☐ \$ 520 | ☐ \$ 520 | ☐ \$ 820 | |
| New Jersey | All Applicants | ☐ \$ 55 | ☐ \$ 50 | ☐ \$ 50 | ☐ \$ 45 | ☐ \$ 45 | ☐ \$ 45 | ☐ \$ 45 | ☐ \$ 45 | ☐ \$ 45 | Not Available | |
| New York | All Others | ☐ \$ 695 | ☐ \$ 695 | ☐ \$ 690 | ☐ \$ 670 | ☐ \$ 670 | ☐ \$ 670 | ☐ \$ 670 | ☐ \$ 670 | Not Available | Not Available | |
| | AHRQ Grantee (Complete Section IV, page 10) | ☐ \$ 370 | ☐ \$ 370 | ☐ \$ 365 | ☐ \$ 345 | ☐ \$ 345 | ☐ \$ 345 | ☐ \$ 345 | ☐ \$ 345 | Not Available | Not Available | |
| North Carolina | Not-for-profit Affiliation | Not Available | Not Available | Not Available | Not Available | Not Available | ☐ \$ 520 | ☐ \$ 520 | ☐ \$ 520 | ☐ \$ 520 | ☐ \$ 520 | |
| | For-profit Affiliation | Not Available | Not Available | Not Available | Not Available | Not Available | ☐ \$ 1,020 | ☐ \$ 1,020 | ☐ \$ 1,020 | ☐ \$ 1,020 | ☐ \$ 1,020 | |
| Oregon | Not-for-profit Affiliation | ☐ \$ 770 | ☐ \$ 770 | ☐ \$ 770 | ☐ \$ 770 | ☐ \$ 770 | ☐ \$ 770 | ☐ \$ 770 | ☐ \$ 770 | ☐ \$ 770 | ☐ \$ 770 | |
| | For-profit Affiliation | ☐ \$ 1,520 | ☐ \$ 1,520 | ☐ \$ 1,520 | ☐ \$ 1,520 | ☐ \$ 1,520 | ☐ \$ 1,520 | ☐ \$ 1,520 | ☐ \$ 1,520 | ☐ \$ 1,520 | ☐ \$ 1,520 | |
| Rhode Island | All Applicants | Not Available | Not Available | Not Available | Not Available | Not Available | Not Available | Not Available | ☐ \$ 120 | ☐ \$ 120 | ☐ \$ 120 | |
| South Carolina | All Applicants | ☐ \$ 470 | ☐ \$ 470 | ☐ \$ 470 | ☐ \$ 620 | ☐ \$ 620 | ☐ \$ 620 | ☐ \$ 620 | Not Available | Not Available | Not Available | |
| Utah | Public, State/Federal Agency, Academic Organization | Not Available | Not Available | ☐ \$ 770 | ☐ \$ 770 | ☐ \$ 770 | ☐ \$ 770 | ☐ \$ 807 | ☐ \$ 807 | ☐ \$ 1,595 | Not Available | |
| | Private Organization | Not Available | Not Available | ☐ \$ 1,520 | ☐ \$ 1,520 | ☐ \$ 1,520 | ☐ \$ 1,520 | ☐ \$ 1,595 | ☐ \$ 1,595 | ☐ \$ 3,170 | Not Available | |
| Washington | All Applicants | ☐ \$ 720 | ☐ \$ 720 | ☐ \$ 720 | ☐ \$ 70 | ☐ \$ 70 | ☐ \$ 70 | ☐ \$ 70 | ☐ \$ 70 | ☐ \$ 70 | ☐ \$ 70 | |
| West Virginia | All Applicants | Not Available | Not Available | Not Available | Not Available | Not Available | ☐ \$ 470 | ☐ \$ 470 | ☐ \$ 470 | ☐ \$ 495 | Not Available | |
| Wisconsin | All Applicants | ☐ \$ 320 | ☐ \$ 320 | ☐ \$ 320 | ☐ \$ 520 | ☐ \$ 620 | ☐ \$ 620 | ☐ \$ 620 | ☐ \$ 720 | ☐ \$ 720 | Not Available | |
| TOTAL DATA COST. Add total cost for all data requested. See Part IV (page 11) for instructions on determining the total payment due | | | | | | | | | | | | |

*The Office of Statewide Health Planning and Development (OSHPD) in California now requires an IRB review by the Committee for the Protection of Human Subjects (CPHS) and an evaluation by the Internal Review Committee at OSHPD before CA SID files may be provided to applicants. Applicants must submit OSHPD-specific forms and provide project information including purpose, project overview, data security, and reasons for requesting specific data elements. Applications must be sent directly to OSHPD and the entire process may take 3 months or more for approval. For more information, please contact the HCUP Central Distributor.

Section II. Select State Ambulatory Surgery Databases (SASD)

Mark boxes for the data you are requesting. Please refer to the Databases section of the HCUP User Support Website (www.hcup-us.ahrq.gov) for detailed information about the SASD. Not all HCUP data elements are available from every state.

The participating Data Organizations dictate the price of the data. Handling charges are already included. Some Data Organizations offer a price discount to AHRQ Grant recipients. If you are not sure if you qualify for this discount, please refer to Section IV. AHRQ Grantee (page 10). Enter the total cost of requested data under the column titled "Total."

If you have questions or want information on other years of data or more sensitive data elements for a state, please contact the HCUP Central Distributor by phone at (866) 556-4287 (toll free), fax at (866) 792-5313 (toll free), or e-mail at HCUPDistributor@AHRQ.gov.

| State | HCUP SASD Price Structure | 1997 | 1998 | 1999 | 2000 | 2001 | 2002 | 2003 | 2004 | Total |
|--|--|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-------|
| Colorado | All Applicants | <input type="checkbox"/> \$ 315 | <input type="checkbox"/> \$ 315 | <input type="checkbox"/> \$ 315 | <input type="checkbox"/> \$ 315 | <input type="checkbox"/> \$ 340 | <input type="checkbox"/> \$ 340 | <input type="checkbox"/> \$ 340 | Not Available | |
| Florida | All Applicants | <input type="checkbox"/> \$ 625 | <input type="checkbox"/> \$ 620 | <input type="checkbox"/> \$ 620 | <input type="checkbox"/> \$ 620 | <input type="checkbox"/> \$ 620 | <input type="checkbox"/> \$ 620 | <input type="checkbox"/> \$ 620 | Not Available | |
| Kentucky | All Applicants | Not Available | Not Available | Not Available | <input type="checkbox"/> \$ 1,520 | <input type="checkbox"/> \$ 1,520 | <input type="checkbox"/> \$ 1,520 | <input type="checkbox"/> \$ 1,520 | <input type="checkbox"/> \$ 1,520 | |
| Maine | Commercial | Not Available | Not Available | <input type="checkbox"/> \$ 1,020 | <input type="checkbox"/> \$ 1,020 | <input type="checkbox"/> \$ 1,020 | <input type="checkbox"/> \$ 1,020 | <input type="checkbox"/> \$ 1,020 | Not Available | |
| | Non-profit/Educational | Not Available | Not Available | <input type="checkbox"/> \$ 420 | <input type="checkbox"/> \$ 420 | <input type="checkbox"/> \$ 420 | <input type="checkbox"/> \$ 420 | <input type="checkbox"/> \$ 420 | Not Available | |
| Maryland | All Applicants | <input type="checkbox"/> \$ 20 | <input type="checkbox"/> \$ 20 | <input type="checkbox"/> \$ 20 | <input type="checkbox"/> \$ 20 | <input type="checkbox"/> \$ 20 | <input type="checkbox"/> \$ 20 | <input type="checkbox"/> \$ 20 | Not Available | |
| Nebraska | All Others | Not Available | Not Available | Not Available | Not Available | <input type="checkbox"/> \$ 1,020 | <input type="checkbox"/> \$ 1,020 | <input type="checkbox"/> \$ 1,020 | <input type="checkbox"/> \$ 1,020 | |
| | AHRQ Grantee (Complete Section IV, page 10) | Not Available | Not Available | Not Available | Not Available | <input type="checkbox"/> \$ 520 | <input type="checkbox"/> \$ 520 | <input type="checkbox"/> \$ 520 | <input type="checkbox"/> \$ 520 | |
| New Jersey | All Applicants | <input type="checkbox"/> \$ 45 | <input type="checkbox"/> \$ 45 | <input type="checkbox"/> \$ 45 | <input type="checkbox"/> \$ 45 | <input type="checkbox"/> \$ 45 | <input type="checkbox"/> \$ 45 | <input type="checkbox"/> \$ 45 | Not Available | |
| New York | All Others | <input type="checkbox"/> \$ 470 | <input type="checkbox"/> \$ 470 | <input type="checkbox"/> \$ 470 | <input type="checkbox"/> \$ 470 | <input type="checkbox"/> \$ 470 | <input type="checkbox"/> \$ 470 | Not Available | Not Available | |
| | AHRQ Grantee (Complete Section IV, page 10) | <input type="checkbox"/> \$ 245 | <input type="checkbox"/> \$ 245 | <input type="checkbox"/> \$ 245 | <input type="checkbox"/> \$ 245 | <input type="checkbox"/> \$ 245 | <input type="checkbox"/> \$ 245 | Not Available | Not Available | |
| North Carolina | Not-for-profit Affiliation | Not Available | Not Available | Not Available | <input type="checkbox"/> \$ 520 | <input type="checkbox"/> \$ 520 | <input type="checkbox"/> \$ 520 | <input type="checkbox"/> \$ 520 | Not Available | |
| | For-profit Affiliation | Not Available | Not Available | Not Available | <input type="checkbox"/> \$ 1,020 | <input type="checkbox"/> \$ 1,020 | <input type="checkbox"/> \$ 1,020 | <input type="checkbox"/> \$ 1,020 | Not Available | |
| Utah | Public, State/Federal Agency, Academic Organization | <input type="checkbox"/> \$ 770 | <input type="checkbox"/> \$ 770 | <input type="checkbox"/> \$ 770 | <input type="checkbox"/> \$ 770 | <input type="checkbox"/> \$ 807 | <input type="checkbox"/> \$ 807 | <input type="checkbox"/> \$ 1,595 | Not Available | |
| | Private Organization | <input type="checkbox"/> \$ 1,520 | <input type="checkbox"/> \$ 1,520 | <input type="checkbox"/> \$ 1,520 | <input type="checkbox"/> \$ 1,520 | <input type="checkbox"/> \$ 1,595 | <input type="checkbox"/> \$ 1,595 | <input type="checkbox"/> \$ 3,170 | Not Available | |
| Wisconsin | All Applicants | Not Available | <input type="checkbox"/> \$ 520 | <input type="checkbox"/> \$ 520 | <input type="checkbox"/> \$ 520 | <input type="checkbox"/> \$ 520 | <input type="checkbox"/> \$ 620 | <input type="checkbox"/> \$ 720 | Not Available | |
| TOTAL DATA COST. Add total cost for all data requested. See Part IV (page 11) for instructions on determining the total payment due. | | | | | | | | | | |

Section III. Select State Emergency Department Databases (SEDD)

Mark boxes for the data you are requesting (see next page). Please refer to the Databases section of the HCUP User Support Website (www.hcup-us.ahrq.gov) for detailed information about the SEDD. Importantly, the SEDD contain only emergency department visits that do not result in hospitalizations. To complete an analysis on all emergency department visits, researchers should purchase the SEDD and the SID. Not all HCUP data elements are available from every state.

The participating Data Organizations dictate the price of the data. Handling charges are already included. Some Data Organizations offer a price discount to AHRQ Grant recipients. If you are not sure if you qualify for this discount, please refer to Section IV. AHRQ Grantee (page 10). Enter the total cost of requested data under the column titled "Total."

If you have any questions or want information on other years of data or more sensitive data elements for a state, please contact the HCUP Central Distributor by phone at (866) 556-4287 (toll-free), fax at (866) 792-5313 (toll free), or e-mail at HCUPDistributor@AHRQ.gov

| State | HCUP SEDD Price Structure | 1999 | 2000 | 2001 | 2002 | 2003 | 2004 | Total |
|--|--|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-------|
| Maine | Commercial | <input type="checkbox"/> \$ 2,620 | <input type="checkbox"/> \$ 2,620 | <input type="checkbox"/> \$ 2,620 | <input type="checkbox"/> \$ 2,620 | <input type="checkbox"/> \$ 2,620 | Not Available | |
| | Non-profit/Educational | <input type="checkbox"/> \$ 1,120 | <input type="checkbox"/> \$ 1,120 | <input type="checkbox"/> \$ 1,120 | <input type="checkbox"/> \$ 1,120 | <input type="checkbox"/> \$ 1,120 | Not Available | |
| Maryland | All Applicants | <input type="checkbox"/> \$ 20 | <input type="checkbox"/> \$ 20 | <input type="checkbox"/> \$ 20 | <input type="checkbox"/> \$ 20 | <input type="checkbox"/> \$ 20 | Not Available | |
| Massachusetts | All Applicants | Not Available | Not Available | Not Available | <input type="checkbox"/> \$ 820 | <input type="checkbox"/> \$ 820 | Not Available | |
| Nebraska | All Others | Not Available | Not Available | <input type="checkbox"/> \$ 1,020 | <input type="checkbox"/> \$ 1,020 | <input type="checkbox"/> \$ 1,020 | <input type="checkbox"/> \$ 1,020 | |
| | AHRQ Grantee (Complete Section IV, page 10) | Not Available | Not Available | <input type="checkbox"/> \$ 520 | <input type="checkbox"/> \$ 520 | <input type="checkbox"/> \$ 520 | <input type="checkbox"/> \$ 520 | |
| Utah | Public, State/Federal Agency, Academic Organization | Not Available | <input type="checkbox"/> \$ 1,615 | <input type="checkbox"/> \$ 1,615 | <input type="checkbox"/> \$ 1,615 | <input type="checkbox"/> \$ 1,615 | Not Available | |
| Utah | Private Organization | Not Available | <input type="checkbox"/> \$ 3,190 | <input type="checkbox"/> \$ 3,190 | <input type="checkbox"/> \$ 3,190 | <input type="checkbox"/> \$ 3,190 | Not Available | |
| TOTAL DATA COST. Add total cost for all data requested. See Part IV (page 11) for instructions on determining the total payment due. | | | | | | | | |

Section IV. AHRQ Grantee

Some states offer a discounted price for AHRQ Grant Recipients. If you are an AHRQ Grantee and intend to use the data requested for a currently funded AHRQ project, you are entitled to the discounted price and should mark your data request accordingly. Include the name of the principal investigator, title, and the corresponding grant number in the space provided below. Other types of grants are non-applicable. The Uniform State Application in no way constitutes a grant application.

The Research Grant Application Form PHS 398 is to be used in applying for AHRQ grants. This form is available online from the National Institutes of Health Web site at the following URL:

<http://www.nih.gov/grants/funding/phs398/phs398.html>

Copies of the PHS 398 Grant Application Form are also available from:

AHRQ Publications Clearinghouse
P.O. Box 8547
Silver Spring, MD 20907-8547
Telephone: (800) 358-9295

If you are requesting data at the AHRQ Grantee discounted price, please provide the following information:

Name of Principal Investigator / Title: _____

AHRQ Grant Number: _____

Part IV: Determine the Total Payment Due and Select Payment Method

Total Payment Due

If you need help determining the payment due, submit the completed application (pages 2-26), without payment, to the *HCUP Central Distributor* and request an invoice. An itemized invoice stating the total payment due, including taxes for applicants in Maryland, will be faxed or e-mailed to you. Note that the HCUP Central Distributor collects taxes only from applicants in Maryland. All other applicants are responsible for determining tax liability and remitting taxes directly to state and local taxing authorities.

| | |
|---|-----------------|
| TOTAL PAYMENT DUE | |
| Total SID Data Cost From Section I: | \$ _____ |
| Total SASD Data Cost From Section II: | \$ _____ |
| Total SEDD Data Cost From Section III: | \$ _____ |
| Tax (MD applicants only): | \$ _____ |
| Total Payment Due: | \$ _____ |

Orders will not be filled until the completed application and a purchase order or full payment have been received.

Payment Methods

The HCUP Central Distributor accepts purchase orders, and payment may be made by major credit card, check, or electronic funds' transfer.

Paying by Credit Card

Visa, MasterCard and American Express are accepted. Your credit card is not charged until the day your order is shipped. A credit card receipt for your purchase is included with the order.

Credit card information is accepted by mail or telephone. If you would like to mail the information, please complete items 1 – 10 of the Credit Card Payment form on the next page and mail it with your itemized invoice or completed application to the following address:

*HCUP Central Distributor
Social & Scientific Systems, Inc.
8757 Georgia Avenue, 12th Floor
Silver Spring, MD 20910*

If you prefer to provide your credit card information by telephone, please call toll-free at (866) 556-4287 between 9 a.m. and 5 p.m. Eastern Time.

Paying by Check

Checks should be made payable to *Social & Scientific Systems, Inc.* Mail a check for the total payment due with your itemized invoice or completed application. The address is listed above.

Part V: Indemnification Clause

Recipient shall indemnify and hold The MEDSTAT Group, Inc. and its directors, officers, employees, agents, affiliates and subsidiaries harmless from any and all losses, claims, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and costs) arising out of any claim arising from any third parties, including but not limited to any or some combination of the several States comprising the United States of America and/or the Government of the United States of America, concerning Recipient's use of SID, SASD, or SEDD data provided by The MEDSTAT Group, Inc. Further, Recipient agrees that The MEDSTAT Group, Inc. shall not be liable to Recipient for any reason whatsoever arising out of the SID, SASD, or SEDD data or the Recipient's use of the SID, SASD, or SEDD data.

Recipient certifies and warrants that it has made no representations to The MEDSTAT Group, Inc. concerning any uses it (Recipient) intends to make of the SID, SASD, or SEDD data provided by The MEDSTAT Group, Inc. under the terms and conditions of The MEDSTAT Group, Inc. contract with the U.S. Department of Health and Human Services, Agency for Healthcare Research and Quality. Further, Recipient agrees that no representation of Recipient as to the Recipient's intended use of the SID, SASD, or SEDD data was used to determine whether the Recipient's request to use SID, SASD, or SEDD data would be approved.

Recipient shall indemnify and hold Social & Scientific Systems, Inc. (SSS) and its directors, officers, employees, owners, and agents harmless from any and all losses, claims, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and costs) arising out of any claim arising from any third parties, including but not limited to any or some combination of the several States comprising the United States of America and/or the Government of the United States of America, concerning Recipient's use of SID, SASD, or SEDD data provided by SSS. Further, Recipient agrees that SSS shall not be liable to Recipient for any reason whatsoever arising out of the SID, SASD, or SEDD data or the Recipient's use of the SID, SASD, or SEDD data.

Recipient certifies and warrants that it has made no representations to SSS concerning any uses it (Recipient) intends to make of the SID, SASD, or SEDD data provided by SSS under the terms and conditions of its contract with the U.S. Department of Health and Human Services, Agency for Healthcare Research and Quality. Further, Recipient agrees that no representation of Recipient as to the Recipient's intended use of the SID, SASD, or SEDD data was used to determine whether the Recipient's request to use SID, SASD, or SEDD data would be approved.

Signed: _____ Date: _____



DATA USE AGREEMENT for the State Inpatient Databases from the Healthcare Cost and Utilization Project Agency for Healthcare Research and Quality

This Data Use Agreement (“Agreement”) implements the data protections of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (Public Law 104-191) and the Agency for Healthcare Research and Quality (AHRQ) confidentiality statute. Any individual (“data recipient”) seeking to obtain or use data in the State Inpatient Databases (SID) from the Healthcare Cost and Utilization Project (HCUP) maintained by the Center for Delivery, Organization, and Markets (CDOM) within AHRQ, must sign and submit this Agreement to AHRQ or its agent before access to the SID may be granted.

In accordance with HIPAA, the SID may only be used or disclosed in the form of a *limited data set*, as defined by the HIPAA Privacy Rule (45 CFR § 164.514(e)).

The AHRQ confidentiality statute, Section 924(c) of the Public Health Service Act (42 U.S.C. 299c-3(c)), requires that data collected by AHRQ that identify individuals or establishments be used only for the purpose for which they were supplied. Data supplied to AHRQ for HCUP and disclosed in limited data set form are identifiable under the HIPAA Privacy Rule and are provided by the data sources only for research, analysis, and aggregate statistical reporting. Therefore, data recipients may use HCUP data only for these purposes.

No Identification of Persons—Any effort to determine the identity of any person contained in HCUP databases (including but not limited to patients, physicians, and other health care providers), or to use the information for any purpose other than for research, analysis, and aggregate statistical reporting, would violate the AHRQ confidentiality statute, the conditions of this Agreement, and the HIPAA Privacy Rule. Recipients of the data set are prohibited under the AHRQ confidentiality statute and the terms of this Agreement from releasing, disclosing, publishing, or presenting any individually identifying information obtained under this Agreement. AHRQ omits from the data set all direct identifiers that are required to be excluded from limited data sets as defined by the HIPAA Privacy Rule. It may be possible in limited situations, through deliberate technical analysis, and with outside information, to ascertain from the limited data sets the identity of particular persons. Considerable harm could ensue if this were to occur. Therefore, any attempts to identify individuals are prohibited and information that could identify individuals directly or by inference must not be released or published. In addition, users of the data must not attempt to contact individuals for any purpose, including verifying information supplied in the data set. Any questions about the data must be referred exclusively to AHRQ.

Use of Establishment Identifiers—Section 924(c) of the Public Health Service Act (42 U.S.C. 299c-3(c)) also restricts the use of any information that permits the identification of establishments for purposes other than those for which the information was originally supplied. Permission is obtained from the HCUP data sources (state data organizations, hospital associations, and data consortia) to use the identification of hospitals (when such identification appears in the data sets) for research, analysis, and aggregate statistical reporting. This may include linking institutional information from outside data sets for these purposes. Such purpose does *not* include the use of information in the data sets concerning individual establishments for commercial or competitive purposes involving those individual establishments, or to determine the rights, benefits, or privileges of establishments. Users of the data must not identify establishments directly or by inference in disseminated material. In addition, users of the data must not

contact establishments for the purpose of verifying information supplied in the data set. Any questions about the data must be referred exclusively to AHRQ. Misuse of identifiable HCUP data about hospitals would violate the AHRQ confidentiality statute and trigger its penalty provisions.

The undersigned gives the following assurances with respect to the SID data set:

- I will not use and will prohibit others from using or disclosing the data set (or any part), except for research, analysis, and aggregate statistical reporting, and only as permitted by this Agreement.
- I will ensure that the data are kept in a secured environment and that only authorized users will have access to the data.
- I will not release or disclose, and will prohibit others from releasing or disclosing, any data that are individually identifiable under the HIPAA Privacy Rule, or any information that identifies persons, directly or indirectly, except as permitted under this Agreement and in accordance with the above-mentioned AHRQ confidentiality statute.
- I will not release or disclose information where the number of observations (i.e., individual discharge records) in any given cell of tabulated data is less than or equal to 10.
- I will not release or disclose, and will prohibit others from releasing or disclosing, the data set (or any part) to any person who is not a member, agent, or contractor of the organization (specified below), except with the approval of AHRQ.
- I will require others employed in my organization (specified below), and any agents or contractors of my organization, who will use or will have access to the data set, to sign a copy of this Agreement (specifically acknowledging their agreement to abide by its terms) and I will submit those signed Agreements to AHRQ or its agent before granting access.
- I will not attempt to link, and will prohibit others from attempting to link, the discharge records of persons in the data set with individually identifiable records from any other source.
- I will not attempt to use and will prohibit others from using the data set to learn the identity of any person included in the data set or to contact any such person for any purpose.
- In accordance with the AHRQ confidentiality statute, I will not use and will prohibit others from using the data set concerning individual establishments (1) for commercial or competitive purposes involving those individual establishments; (2) to determine the rights, benefits, or privileges of individual establishments; or (3) to report, through any medium, data that could identify, directly or by inference, individual establishments.
- When the identities of establishments are not provided in the data sets, I will not attempt to use and will prohibit others from using the data set to learn the identity of any establishment.
- I will not contact and will prohibit others from contacting establishments or persons in the data set to question, verify, or discuss data in the HCUP databases.
- I will indemnify, defend, and hold harmless AHRQ and the data organizations that provide data to AHRQ for HCUP from any or all claims and losses accruing to any person, organization, or other legal entity as a result of violation of this Agreement. This provision applies only to the extent permitted by Federal and State law.
- I will make no statement and will prohibit others from making statements indicating or suggesting that

interpretations drawn are those of the data sources or AHRQ.

- I will provide an abstract and reference for any published research material resulting from the use of these HCUP State Inpatient Databases to the HCUP Central Distributor.
- I will acknowledge in all reports based on these data that the source of the data is the specific state(s) or data organization(s) that submitted data to the HCUP (e.g., “*state name(s)*, State Inpatient Databases (SID), Healthcare Cost and Utilization Project (HCUP), Agency for Healthcare Research and Quality.”

Safeguards. I agree to use appropriate safeguards to prevent use or disclosure of the data set other than as permitted by this Agreement.

Permitted Access to Limited Data Set. I shall limit the use or receipt of the data set to the individuals who require access in order to perform activities permitted by this Agreement. This Agreement must be signed by all such individuals and submitted to AHRQ or its agent before access to the data set may be granted.

Re-disclosure. I will not re-disclose (i.e., share) the data set (or any part), unless the individual who will receive the data has agreed in writing to be bound by the same restrictions and conditions that apply to me under this Agreement.

The HIPAA Privacy Rule. I agree not to use or disclose the data set in any manner that would violate the HIPAA Privacy Rule if I were a covered entity under the Privacy Rule.

Agents and Contractors. I shall ensure that any agents, including contractors and subcontractors to whom I provide the data set, agree in writing to be bound by the same restrictions and conditions that apply to me with respect to the limited data set.

Reporting Violations of this Agreement. I agree to report any violations to AHRQ within twenty-four (24) hours of becoming aware of any use or disclosure of the limited data set in violation of this Agreement or applicable law.

Term, Breach, and Termination of this Agreement. This Agreement shall continue in full effect until the data recipient has returned all copies of the data set to AHRQ. Any noncompliance by the data recipient with the terms of this Agreement will be grounds for immediate termination of the Agreement if, at the sole determination of AHRQ, the data recipient knew or should have known of such noncompliance and failed to immediately take reasonable steps to remedy the noncompliance.

Reporting to the United States Department of Health and Human Services. If the data recipient fails to remedy any breach or violation of this Agreement to the satisfaction of AHRQ, and if termination of the Agreement is not feasible, AHRQ shall report the recipient's breach or violation to the Secretary of the United States Department of Health and Human Services, and the recipient agrees that he or she shall not have or make any claims against AHRQ with respect to such report(s).

I understand that this Agreement is requested by the United States Agency for Healthcare Research and Quality to ensure compliance with its statutory confidentiality requirement. My signature indicates my Agreement to comply with the above-stated requirements with the knowledge that any violation of the AHRQ confidentiality statute is subject to a civil penalty of up to \$10,000 under 42 U.S.C. 299c-3(d), and that deliberately making a false statement about this or any matter within the jurisdiction of any department or agency of the Federal Government violates 18 U.S.C. 1001 and is punishable by a fine of up to \$10,000 or up to five years in prison. Violators of this Agreement may also be subject to penalties under state confidentiality statutes that apply to these data for particular states.

Signed: _____ Date: _____

Print or Type Name of Data Recipient: _____

Title: _____

Organization: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Phone Number: _____ Fax: _____

E-mail: _____

The information above is maintained by AHRQ for the purpose of enforcement of this Agreement. This information may also be used by AHRQ to create an HCUP mailing list. The mailing list allows AHRQ to send users information such as notices about the release of new databases and errata when data errors are discovered.

☐ **I do not wish to be included on the HCUP mailing list.**

Note to Purchaser: Shipment of the requested data product will only be made to the person who signs this Agreement, unless special arrangements that safeguard the data are made with AHRQ or its agent.

Agency for Healthcare Research and Quality
HCUP Project Officer
540 Gaither Road
Rockville, Maryland 20850
<http://www.hcup-us.ahrq.gov/home.jsp>



DATA USE AGREEMENT for the State Ambulatory Surgery Databases from the Healthcare Cost and Utilization Project Agency for Healthcare Research and Quality

This Data Use Agreement (“Agreement”) implements the data protections of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (Public Law 104-191) and the Agency for Healthcare Research and Quality (AHRQ) confidentiality statute. Any individual (“data recipient”) seeking to obtain or use data in the State Ambulatory Surgery Databases (SASD) from the Healthcare Cost and Utilization Project (HCUP) maintained by the Center for Delivery, Organization, and Markets (CDOM) within AHRQ, must sign and submit this Agreement to AHRQ or its agent before access to the SASD may be granted.

In accordance with HIPAA, the SASD may only be used or disclosed in the form of a *limited data set*, as defined by the HIPAA Privacy Rule (45 CFR § 164.514(e)).

The AHRQ confidentiality statute, Section 924(c) of the Public Health Service Act (42 U.S.C. 299c-3(c)), requires that data collected by AHRQ that identify individuals or establishments be used only for the purpose for which they were supplied. Data supplied to AHRQ for HCUP and disclosed in limited data set form are identifiable under the HIPAA Privacy Rule and are provided by the data sources only for research, analysis, and aggregate statistical reporting. Therefore, data recipients may use HCUP data only for these purposes.

No Identification of Persons—Any effort to determine the identity of any person contained in HCUP databases (including but not limited to patients, physicians, and other health care providers), or to use the information for any purpose other than for research, analysis, and aggregate statistical reporting, would violate the AHRQ confidentiality statute, the conditions of this Agreement, and the HIPAA Privacy Rule. Recipients of the data set are prohibited under the AHRQ confidentiality statute and the terms of this Agreement from releasing, disclosing, publishing, or presenting any individually identifying information obtained under this Agreement. AHRQ omits from the data set all direct identifiers that are required to be excluded from limited data sets as defined by the HIPAA Privacy Rule. It may be possible in limited situations, through deliberate technical analysis, and with outside information, to ascertain from the limited data sets the identity of particular persons. Considerable harm could ensue if this were to occur. Therefore, any attempts to identify individuals are prohibited and information that could identify individuals directly or by inference must not be released or published. In addition, users of the data must not attempt to contact individuals for any purpose, including verifying information supplied in the data set. Any questions about the data must be referred exclusively to AHRQ.

Use of Establishment Identifiers—Section 924(c) of the Public Health Service Act (42 U.S.C. 299c-3(c)) also restricts the use of any information that permits the identification of establishments for purposes other than those for which the information was originally supplied. Permission is obtained from the HCUP data sources (state data organizations, hospital associations, and data consortia) to use the identification of hospitals (when such identification appears in the data sets) for research, analysis, and aggregate statistical reporting. This may include linking institutional information from outside data sets for these purposes. Such purpose does *not* include the use of information in the data sets concerning individual establishments for commercial or competitive purposes involving those individual establishments, or to determine the rights, benefits, or privileges of establishments. Users of the data must not identify establishments directly or by inference in disseminated material. In addition, users of the data must not

contact establishments for the purpose of verifying information supplied in the data set. Any questions about the data must be referred exclusively to AHRQ. Misuse of identifiable HCUP data about hospitals would violate the AHRQ confidentiality statute and trigger its penalty provisions.

The undersigned gives the following assurances with respect to the SASD data set:

- I will not use and will prohibit others from using or disclosing the data set (or any part), except for research, analysis, and aggregate statistical reporting, and only as permitted by this Agreement.
- I will ensure that the data are kept in a secured environment and that only authorized users will have access to the data.
- I will not release or disclose, and will prohibit others from releasing or disclosing, any data that are individually identifiable under the HIPAA Privacy Rule, or any information that identifies persons, directly or indirectly, except as permitted under this Agreement and in accordance with the above-mentioned AHRQ confidentiality statute.
- I will not release or disclose information where the number of observations (i.e., individual discharge records) in any given cell of tabulated data is less than or equal to 10.
- I will not release or disclose, and will prohibit others from releasing or disclosing, the data set (or any part) to any person who is not a member, agent, or contractor of the organization (specified below), except with the approval of AHRQ.
- I will require others employed in my organization (specified below), and any agents or contractors of my organization, who will use or will have access to the data set, to sign a copy of this Agreement (specifically acknowledging their agreement to abide by its terms) and I will submit those signed Agreements to AHRQ or its agent before granting access.
- I will not attempt to link, and will prohibit others from attempting to link, the discharge records of persons in the data set with individually identifiable records from any other source.
- I will not attempt to use and will prohibit others from using the data set to learn the identity of any person included in the data set or to contact any such person for any purpose.
- In accordance with the AHRQ confidentiality statute, I will not use and will prohibit others from using the data set concerning individual establishments (1) for commercial or competitive purposes involving those individual establishments; (2) to determine the rights, benefits, or privileges of individual establishments; or (3) to report, through any medium, data that could identify, directly or by inference, individual establishments.
- When the identities of establishments are not provided in the data sets, I will not attempt to use and will prohibit others from using the data set to learn the identity of any establishment.
- I will not contact and will prohibit others from contacting establishments or persons in the data set to question, verify, or discuss data in the HCUP databases.
- I will indemnify, defend, and hold harmless AHRQ and the data organizations that provide data to AHRQ for HCUP from any or all claims and losses accruing to any person, organization, or other legal entity as a result of violation of this Agreement. This provision applies only to the extent permitted by Federal and State law.
- I will make no statement and will prohibit others from making statements indicating or suggesting that

interpretations drawn are those of the data sources or AHRQ.

- I will provide an abstract and reference for any published research material resulting from the use of these HCUP State Ambulatory Surgery Databases to the HCUP Central Distributor.
- I will acknowledge in all reports based on these data that the source of the data is the specific state(s) or data organization(s) that submitted data to the HCUP (e.g., “*state name(s)*, State Ambulatory Surgery Databases (SASD), Healthcare Cost and Utilization Project (HCUP), Agency for Healthcare Research and Quality.”

Safeguards. I agree to use appropriate safeguards to prevent use or disclosure of the data set other than as permitted by this Agreement.

Permitted Access to Limited Data Set. I shall limit the use or receipt of the data set to the individuals who require access in order to perform activities permitted by this Agreement. This Agreement must be signed by all such individuals and submitted to AHRQ or its agent before access to the data set may be granted.

Re-disclosure. I will not re-disclose (i.e., share) the data set (or any part), unless the individual who will receive the data has agreed in writing to be bound by the same restrictions and conditions that apply to me under this Agreement.

The HIPAA Privacy Rule. I agree not to use or disclose the data set in any manner that would violate the HIPAA Privacy Rule if I were a covered entity under the Privacy Rule.

Agents and Contractors. I shall ensure that any agents, including contractors and subcontractors to whom I provide the data set, agree in writing to be bound by the same restrictions and conditions that apply to me with respect to the limited data set.

Reporting Violations of this Agreement. I agree to report any violations to AHRQ within twenty-four (24) hours of becoming aware of any use or disclosure of the limited data set in violation of this Agreement or applicable law.

Term, Breach, and Termination of this Agreement. This Agreement shall continue in full effect until the data recipient has returned all copies of the data set to AHRQ. Any noncompliance by the data recipient with the terms of this Agreement will be grounds for immediate termination of the Agreement if, at the sole determination of AHRQ, the data recipient knew or should have known of such noncompliance and failed to immediately take reasonable steps to remedy the noncompliance.

Reporting to the United States Department of Health and Human Services. If the data recipient fails to remedy any breach or violation of this Agreement to the satisfaction of AHRQ, and if termination of the Agreement is not feasible, AHRQ shall report the recipient's breach or violation to the Secretary of the United States Department of Health and Human Services, and the recipient agrees that he or she shall not have or make any claims against AHRQ with respect to such report(s).

I understand that this Agreement is requested by the United States Agency for Healthcare Research and Quality to ensure compliance with its statutory confidentiality requirement. My signature indicates my Agreement to comply with the above-stated requirements with the knowledge that any violation of the AHRQ confidentiality statute is subject to a civil penalty of up to \$10,000 under 42 U.S.C. 299c-3(d), and that deliberately making a false statement about this or any matter within the jurisdiction of any department or agency of the Federal Government violates 18 U.S.C. 1001 and is punishable by a fine of up to \$10,000 or up to five years in prison. Violators of this Agreement may also be subject to penalties under state confidentiality statutes that apply to these data for particular states.

Signed: _____ Date: _____

Print or Type Name of Data Recipient: _____

Title: _____

Organization: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Phone Number: _____ Fax: _____

E-mail: _____

The information above is maintained by AHRQ for the purpose of enforcement of this Agreement. This information may also be used by AHRQ to create an HCUP mailing list. The mailing list allows AHRQ to send users information such as notices about the release of new databases and errata when data errors are discovered.

☐ **I do not wish to be included on the HCUP mailing list.**

Note to Purchaser: Shipment of the requested data product will only be made to the person who signs this Agreement, unless special arrangements that safeguard the data are made with AHRQ or its agent.

Agency for Healthcare Research and Quality
HCUP Project Officer
540 Gaither Road
Rockville, Maryland 20850
<http://www.hcup-us.ahrq.gov/home.jsp>



DATA USE AGREEMENT for the State Emergency Department Databases from the Healthcare Cost and Utilization Project Agency for Healthcare Research and Quality

This Data Use Agreement (“Agreement”) implements the data protections of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (Public Law 104-191) and the Agency for Healthcare Research and Quality (AHRQ) confidentiality statute. Any individual (“data recipient”) seeking to obtain or use data in the State Emergency Department Databases (SEDD) from the Healthcare Cost and Utilization Project (HCUP) maintained by the Center for Delivery, Organization, and Markets (CDOM) within AHRQ, must sign and submit this Agreement to AHRQ or its agent before access to the SEDD may be granted.

In accordance with HIPAA, the SEDD may only be used or disclosed in the form of a *limited data set*, as defined by the HIPAA Privacy Rule (45 CFR § 164.514(e)).

The AHRQ confidentiality statute, Section 924(c) of the Public Health Service Act (42 U.S.C. 299c-3(c)), requires that data collected by AHRQ that identify individuals or establishments be used only for the purpose for which they were supplied. Data supplied to AHRQ for HCUP and disclosed in limited data set form are identifiable under the HIPAA Privacy Rule and are provided by the data sources only for research, analysis, and aggregate statistical reporting. Therefore, data recipients may use HCUP data only for these purposes.

No Identification of Persons—Any effort to determine the identity of any person contained in HCUP databases (including but not limited to patients, physicians, and other health care providers), or to use the information for any purpose other than for research, analysis, and aggregate statistical reporting, would violate the AHRQ confidentiality statute, the conditions of this Agreement, and the HIPAA Privacy Rule. Recipients of the data set are prohibited under the AHRQ confidentiality statute and the terms of this Agreement from releasing, disclosing, publishing, or presenting any individually identifying information obtained under this Agreement. AHRQ omits from the data set all direct identifiers that are required to be excluded from limited data sets as defined by the HIPAA Privacy Rule. It may be possible in limited situations, through deliberate technical analysis, and with outside information, to ascertain from the limited data sets the identity of particular persons. Considerable harm could ensue if this were to occur. Therefore, any attempts to identify individuals are prohibited and information that could identify individuals directly or by inference must not be released or published. In addition, users of the data must not attempt to contact individuals for any purpose, including verifying information supplied in the data set. Any questions about the data must be referred exclusively to AHRQ.

Use of Establishment Identifiers—Section 924(c) of the Public Health Service Act (42 U.S.C. 299c-3(c)) also restricts the use of any information that permits the identification of establishments for purposes other than those for which the information was originally supplied. Permission is obtained from the HCUP data sources (state data organizations, hospital associations, and data consortia) to use the identification of hospitals (when such identification appears in the data sets) for research, analysis, and aggregate statistical reporting. This may include linking institutional information from outside data sets for these purposes. Such purpose does *not* include the use of information in the data sets concerning individual establishments for commercial or competitive purposes involving those individual establishments, or to determine the rights, benefits, or privileges of establishments. Users of the data must not identify establishments directly or by inference in disseminated material. In addition, users of the data must not contact establishments for the purpose of verifying information supplied in the data set. Any questions

about the data must be referred exclusively to AHRQ. Misuse of identifiable HCUP data about hospitals would violate the AHRQ confidentiality statute and trigger its penalty provisions.

The undersigned gives the following assurances with respect to the SEDD data set:

- I will not use and will prohibit others from using or disclosing the data set (or any part), except for research, analysis, and aggregate statistical reporting, and only as permitted by this Agreement.
- I will ensure that the data are kept in a secured environment and that only authorized users will have access to the data.
- I will not release or disclose, and will prohibit others from releasing or disclosing, any data that are individually identifiable under the HIPAA Privacy Rule, or any information that identifies persons, directly or indirectly, except as permitted under this Agreement and in accordance with the above-mentioned AHRQ confidentiality statute.
- I will not release or disclose information where the number of observations (i.e., individual discharge records) in any given cell of tabulated data is less than or equal to 10.
- I will not release or disclose, and will prohibit others from releasing or disclosing, the data set (or any part) to any person who is not a member, agent, or contractor of the organization (specified below), except with the approval of AHRQ.
- I will require others employed in my organization (specified below), and any agents or contractors of my organization, who will use or will have access to the data set, to sign a copy of this Agreement (specifically acknowledging their agreement to abide by its terms) and I will submit those signed Agreements to AHRQ or its agent before granting access.
- I will not attempt to link, and will prohibit others from attempting to link, the discharge records of persons in the data set with individually identifiable records from any other source.
- I will not attempt to use and will prohibit others from using the data set to learn the identity of any person included in the data set or to contact any such person for any purpose.
- In accordance with the AHRQ confidentiality statute, I will not use and will prohibit others from using the data set concerning individual establishments (1) for commercial or competitive purposes involving those individual establishments; (2) to determine the rights, benefits, or privileges of individual establishments; or (3) to report, through any medium, data that could identify, directly or by inference, individual establishments.
- When the identities of establishments are not provided in the data sets, I will not attempt to use and will prohibit others from using the data set to learn the identity of any establishment.
- I will not contact and will prohibit others from contacting establishments or persons in the data set to question, verify, or discuss data in the HCUP databases.
- I will indemnify, defend, and hold harmless AHRQ and the data organizations that provide data to AHRQ for HCUP from any or all claims and losses accruing to any person, organization, or other legal entity as a result of violation of this Agreement. This provision applies only to the extent permitted by Federal and State law.
- I will make no statement and will prohibit others from making statements indicating or suggesting that interpretations drawn are those of the data sources or AHRQ.

- I will provide an abstract and reference for any published research material resulting from the use of these HCUP State Emergency Department Databases to the HCUP Central Distributor.
- I will acknowledge in all reports based on these data that the source of the data is the specific state(s) or data organization(s) that submitted data to the HCUP (e.g., “*state name(s)*, State Emergency Department Databases (SEDD), Healthcare Cost and Utilization Project (HCUP), Agency for Healthcare Research and Quality.”

Safeguards. I agree to use appropriate safeguards to prevent use or disclosure of the data set other than as permitted by this Agreement.

Permitted Access to Limited Data Set. I shall limit the use or receipt of the data set to the individuals who require access in order to perform activities permitted by this Agreement. This Agreement must be signed by all such individuals and submitted to AHRQ or its agent before access to the data set may be granted.

Re-disclosure. I will not re-disclose (i.e., share) the data set (or any part), unless the individual who will receive the data has agreed in writing to be bound by the same restrictions and conditions that apply to me under this Agreement.

The HIPAA Privacy Rule. I agree not to use or disclose the data set in any manner that would violate the HIPAA Privacy Rule if I were a covered entity under the Privacy Rule.

Agents and Contractors. I shall ensure that any agents, including contractors and subcontractors to whom I provide the data set, agree in writing to be bound by the same restrictions and conditions that apply to me with respect to the limited data set.

Reporting Violations of this Agreement. I agree to report any violations to AHRQ within twenty-four (24) hours of becoming aware of any use or disclosure of the limited data set in violation of this Agreement or applicable law.

Term, Breach, and Termination of this Agreement. This Agreement shall continue in full effect until the data recipient has returned all copies of the data set to AHRQ. Any noncompliance by the data recipient with the terms of this Agreement will be grounds for immediate termination of the Agreement if, at the sole determination of AHRQ, the data recipient knew or should have known of such noncompliance and failed to immediately take reasonable steps to remedy the noncompliance.

Reporting to the United States Department of Health and Human Services. If the data recipient fails to remedy any breach or violation of this Agreement to the satisfaction of AHRQ, and if termination of the Agreement is not feasible, AHRQ shall report the recipient's breach or violation to the Secretary of the United States Department of Health and Human Services, and the recipient agrees that he or she shall not have or make any claims against AHRQ with respect to such report(s).

I understand that this Agreement is requested by the United States Agency for Healthcare Research and Quality to ensure compliance with its statutory confidentiality requirement. My signature indicates my Agreement to comply with the above-stated requirements with the knowledge that any violation of the AHRQ confidentiality statute is subject to a civil penalty of up to \$10,000 under 42 U.S.C. 299c-3(d), and that deliberately making a false statement about this or any matter within the jurisdiction of any department or agency of the Federal Government violates 18 U.S.C. 1001 and is punishable by a fine of up to \$10,000 or up to five years in prison. Violators of this Agreement may also be subject to penalties under state confidentiality statutes that apply to these data for particular states.

Signed: _____ Date: _____

Print or Type Name of Data Recipient: _____

Title: _____

Organization: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Phone Number: _____ Fax: _____

E-mail: _____

The information above is maintained by AHRQ for the purpose of enforcement of this Agreement. This information may also be used by AHRQ to create an HCUP mailing list. The mailing list allows AHRQ to send users information such as notices about the release of new databases and errata when data errors are discovered.

☐ **I do not wish to be included on the HCUP mailing list.**

Note to Purchaser: Shipment of the requested data product will only be made to the person who signs this Agreement, unless special arrangements that safeguard the data are made with AHRQ or its agent.

Agency for Healthcare Research and Quality
HCUP Project Officer
540 Gaither Road
Rockville, Maryland 20850
<http://www.hcup-us.ahrq.gov/home.jsp>

Final Checklist:

- ✓ *Have you completed Part I through Part III of the application (pages 2-9)?*
- ✓ *Have you supplied the necessary information to get the discounted price from some states for AHRQ Grantees (page 10)?*
- ✓ *Have you determined the total payment due (page 11)?*
- ✓ *If paying by check, have you enclosed a check payable to **Social & Scientific Systems, Inc** for the full amount due (page 11)?*
- ✓ *If paying by credit card, have you completed and signed the credit card payment form (page 12)?*
- ✓ *Have you read and signed the Indemnification Clause (page 13)?*
- ✓ *If purchasing the SID, have you read and signed the “Data Use Agreement for HCUP State Inpatient Databases” (pages 14-17)?*
- ✓ *If purchasing the SASD, have you read and signed the “Data Use Agreement for HCUP State Ambulatory Surgery Databases” (pages 18-21)?*
- ✓ *If purchasing the SEDD, have you read and signed the “Data Use Agreement for HCUP State Emergency Department Databases” (pages 22-25)?*
- ✓ *Submit your application (pages 2-26) by fax or mail to the HCUP Central Distributor, SSS, Inc. Contact information is listed on page 1.*

For Internal Use Only:

Date Received: _____

DUA Signed/Dated: _____

Order Number: _____

Application Complete: _____

Payment Received: _____

Date Shipped: _____